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Memorandum of Understanding

Between

Indian Valley Teachers' Association

And the

Indian Valley Local Board of Education

Article 9 Evaluation

WHEREAS Indian Valley Teachers' Association (hereinafter the "Association") and the Indian Valley Local Board of Education (hereinafter the "Board") have agreed to the necessity to modify Article 9 Evaluation specifically 9.07 and

WHEREAS the Association and the Board desire to resolve all issues related to the student growth, teacher categories, final summative rating and evaluation data collection systems without further expenditure of time and resources.

NOW, THEREFORE, the Association and the Board, agree to a Memorandum of Understanding modifying 9.07 Student Growth as follows:

9.07 Use of Student Growth Measures

A. Teacher Categories: For purposes of SGM, the following teacher categories exist:

"A1" – A1 teachers are those who instruct Value-Added courses/subjects exclusively and will have the entire student growth measure be value-added scores.

"A2" – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively and will have teacher level value added measures proportionate to the teachers schedule and the remaining student growth score will be Student Learning Objective(s).

"B" – B teachers are those with Approved-Vendor Assessment data available and will have student growth measure consisting of the Approved-Vendor Assessment and Student Learning Objective(s).

"C" – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available and will have student growth measures consisting of a minimum of two (2) Student Learning Objectives.

Annually the RtT transformation team will collaboratively determine the percentage distributions within the SGM portion of the evaluation system for category A1, A2, B, and C teachers. Additionally the RtT transformation team will determine whether or not to include shared attribution.

B. Final Summative Ratings using both teacher performance and student growth will commence with the 2013-2014 school year.

The district shall annually, as required by law, file a report to the Department of Education that includes the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. However the district shall not permit or require that the name of, or any other personally identifiable information about, any teacher be reported under this provision, unless required by law.

- C. Sole use of the final summative rating concerning retention, promotion, removal, reduction, or recall of teachers shall not occur until after May 10, 2017.
- D. The use of Electronic Teacher and Principal Evaluation System (eTPES) or any other teacher evaluation electronic reporting and/or storage system, other than the evaluators' use of local productivity software and electronic storage of evaluation material, shall be bargained. The superintendent shall choose Option 3 or the least intrusive Option for submitting teacher evaluation data to the ODE and/or third parties.

Additional notes for the 2013-2014 evaluations:

- Upon entering information in eTPES option 3, evaluators will attempt to leave the "improvement plans is recommended" blank for any teacher not meeting student growth.
- If eTPES requires said box to be checked, the district will "hold harmless" any teacher needing to complete an improvement plan based upon 2013-2014 student growth results. This means that the minimally involved improvement plan will be completed based upon 2013-2014 student growth results will not be used for decisions of retention, promotion, removal, reduction, or recall of teachers.

The Board and the Association agree that this Agreement shall not have any other precedential nature or effect on any other matter between the Association and the Board.

The parties to this Agreement acknowledge that they have had a full and complete opportunity to read and examine the terms of this Agreement and to consult with an attorney of their choosing prior to executing this Agreement; that they have voluntarily executed this Agreement and fully understand the rights, duties, and responsibilities imposed upon them by this Agreement; and that there are no other terms, conditions, or agreements relating to the subject matter herein aside from the provisions contained in this Agreement.

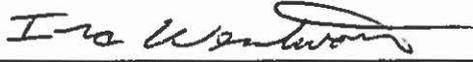
The Association represents to the Board that it has authorized its President, Paul Beucler to execute this Agreement on its behalf, and when so executed, and approved by the board, this Agreement is fully binding upon the parties.

This Agreement is binding contractual commitment and as such the parties acknowledge and agree that this Agreement may be grieved under Article 3 Grievance Procedure of the Negotiated Agreement between the Association and the Board, effective July 1, 2013 through June 30, 2016.



By Paul Beucler , President, Indian Valley Teachers' Association

Date May 23, 2014



By Mr. Ira Wentworth, Superintendent, Indian Valley Local School District

Date 5-22-14



By Mrs. Kathy Roth, Board of Education President, Indian Valley Local School District

Date 5/22/14

MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN VALLEY BOARD OF EDUCATION & INDIAN VALLEY TEACHERS' ASSOCIATION

Purpose: To establish guidelines for reimbursing teachers in excess of the contracted 9 semester hours or 12 quarter hours between September 1 and August 31 when grant funding is available.

In our relationship with the Ohio Appalachian Collaborative (OAC), Indian Valley Local Schools has grant funding available to assist high school teachers with graduate level coursework that would qualify them to teach a Dual Enrollment course.

Dual Enrollment refers to a course taught by a teacher at our high school to high school students; the course will appear on the student's high school transcript and may also appear on a college transcript if the student is accepted by the cooperating institution of higher education.

In an effort to benefit students with the opportunity to earn college credit within the confines of their own high school, this MOU also benefits prospective teachers of Dual Enrollment courses by paying for additional graduate level coursework when such grant funds are available.

The agreement is this: a teacher may be reimbursed, or be awarded a scholarship through the school district, (\$425/sem hr or \$275/ qtr hr) in excess of the contracted 9 semester hours or 12 quarter hours between September 1 and August 31 for taking graduate level coursework that would qualify them to teach a Dual Enrollment course when such grant funding is available.

The condition is this: the teacher commits to teaching a minimum of four additional years for Indian Valley commencing with the school year after the excess coursework has been completed.

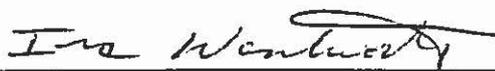
If a teacher would choose to terminate employment with Indian Valley prior to the four year minimum commitment stated above, s/he would be required to pay back the excess reimbursement received, or scholarship amount awarded, for coursework above the contracted 9 sem hr / 12 qtr hr amount at the rates of \$425 or \$275 respectively.



Indian Valley Board of Education, President



Indian Valley Teachers' Association President



Superintendent

4/16/14

Date

April 15, 2014

Date

4-16-14

Date